

AGREEMENT
BETWEEN THE
ROMEO BOARD OF EDUCATION
AND THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 2614.16
FOOD SERVICE UNIT
December 14, 2020-June 30, 2023

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AGREEMENT

This agreement entered into this 14th day of December, 2020, between the BOARD OF EDUCATION OF THE ROMEO COMMUNITY SCHOOL DISTRICT, MACOMB AND OAKLAND COUNTIES, MICHIGAN, hereinafter referred to as the "Employer" and the AMERICAN FEDERATION OF STATE AND COUNTY MUNICIPAL EMPLOYEES, AFSCME, AFL-CIO, all of whom are hereinafter referred to as the "Union."

A sound educational program as effects the best interests of the children of the community is the primary objective. The Employer and the Union mutually agree to provide the best possible education for the children of the school district. To this end the Employer and the Union dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interests of the Employer and Employees.

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 1 – MANAGEMENT’S RIGHTS

- 1:01 It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to taking the action under such rights or with respect to the consequence of such action during the term of this Agreement, except those which are clearly and expressly relinquished herein by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- 1:01:01 Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 - 1:01:02 The right to establish, modify or change any work or business or school hours or days.
 - 1:01:03 The right to direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign Employees, assign work or duties to Employees, determine the size of the work force and to lay off Employees.
 - 1:01:04 Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work.
 - 1:01:05 Adopt rules and regulations.
 - 1:01:06 Determine the qualifications of Employees.

- 1:01:07 Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 1:01:08 Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- 1:02 The policy-making functions rest exclusively with the Board.

ARTICLE 2 – RECOGNITION

- 2:01 Pursuant to and in accordance with all applicable provisions of Act 336 of 1947, as amended by Act 379 of 1965 also known as the Public Employment Relations Act (PERA), the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this Agreement. Employees of the Employer included in the AFSCME bargaining unit are: cooks, cashiers, and cafeteria/utility drivers. All temporary Employees, substitutes and supervisory personnel are excluded.

ARTICLE 3 - UNION MEMBERSHIP

- 3:01 To the extent that the laws of the State of Michigan permit, it is agreed that:
- 3:01:01 Employees covered by this Agreement may become members of the Union or remain members of the Union if they are already members, by payment of Union Dues and fees.
- 3:01:02 Newly hired, transferred or rehired Employees may, at the end of their probationary period, tender fees and the periodic dues uniformly required as a condition of acquiring or retaining membership to the Union.
- 3:02 Indemnification – The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section of the Agreement.

ARTICLE 4 – REPRESENTATION

- 4:01 The bargaining unit shall be represented by the American Federation of State and County and Municipal Employees, AFSCME, AFL-CIO, and the stewards of the Local in represented Departments, Cooks, Cashiers, and Cafeteria/Utility Drivers.

ARTICLE 5 – SUPPLEMENTAL AGREEMENTS

5:01 All supplemental agreements if any, shall be subject to the approval of the Employer and the Union.

ARTICLE 6 – GUARANTEE OF RIGHTS

6:01 The Employer and the Union agree that there shall be no discrimination against any Employee or any applicant for employment by reason of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, height, weight, family medical history or genetic information, political affiliation, military service, other non-merit based factors or any legally protected characteristic.

6:02 The Board agrees that there shall be no discrimination against any Employee by reason of their membership or non-membership in the Union.

ARTICLE 7 – LABOR RELATIONS COMMITTEE

7:01 The Union Executive Board or its designees will act as a Labor Relations Committee, which shall meet as agreed with the designated representative(s) of the Board to discuss and study matters of mutual interest and advantage concerning the Romeo Community Schools. Representative(s) of the AFSCME may also attend these meetings, if requested by the Union. Meetings will be scheduled by mutual agreement. The party requesting the meeting will submit a prepared agenda, which may be added to by the other party. Only items on the agenda prior to the meeting will be discussed.

7:02 These meetings shall follow the above guidelines except that the Special Conference meeting shall consist of Department Stewards, Union President or Designee and AFSCME Representative(s), if needed.

ARTICLE 8 – GRIEVANCE PROCEDURE

8:01 A grievance shall mean a complaint by an Employee or group of Employees based on an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

8:02 Investigation of Grievance – The local Union President or their designee may request time through the Executive Director of Employee Services to investigate and/or process a grievance. This release time, if approved, will be without loss of time or pay in performing the investigation.

8:03 Time limits as shown herein may be extended by mutual consent by both parties. Any requests made for extension of time must be in writing.

- 8:04 Procedure - Any grievance or dispute, which may arise between the parties to this Agreement concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:
- 8:05 Grievances shall be deemed invalid and barred if not presented at Step 1.
- 8:06 Step 1 – Within ten (10) working days of the occurrence of the cause for complaint, the Employee shall discuss the matter informally with the Employee’s immediate supervisor. A steward may accompany the Employee.
- 8:07 Step 2 – If the grievance is not resolved informally, it shall within ten (10) working days be reduced to writing, on the Official Union Grievance Form, signed by both the local Union President or their designee and the Grievant, and given to the Employee’s immediate supervisor. The immediate supervisor shall render the decision in writing within ten (10) working days and give a copy of the decision to the Superintendent or Superintendent’s designee and to the steward and the grievant.
- 8:08 Step 3 - If the grievance is not resolved at Step 2, the steward shall file written appeal with the Superintendent or Designee within ten (10) working days after the steward’s receipt of the immediate supervisor’s answer. Within not more than ten (10) working days, after the steward’s receipt of the immediate supervisor’s answer. Within not more than ten (10) working days, the Superintendent or Designee shall review the grievance, meet and render a decision in writing and give a copy of this decision to the steward and the grievant.

ARTICLE 9 – BINDING ARBITRATION

- 9:01 If the grievance is not settled at Step 3, the AFSCME may, within twenty (20) working days after the receipt of the Superintendent’s decision at Step 3, move the grievance to arbitration by notifying the Board of Education through the Office of the Superintendent of their intent to arbitrate. The School Board’s designee and a representative from AFSCME shall then attempt to mutually select an Arbitrator.
- 9:02 If, within sixty (60) calendar days from the Union’s notice of intent to arbitrate, an Arbitrator has not been found mutually selected, the grievance may then be appealed by AFSCME to the American Arbitration Association, within these sixty (60) calendar days, to be processed in accordance with its Voluntary Labor Arbitration Rules.
- 9:03 The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and proceedings.

- 9:04 The Arbitrator shall have no authority except to pass upon alleged violation of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.
- 9:05 The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
- 9:06 The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement. The Arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary Employees shall not be subject to arbitration.
- 9:07 The Arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

ARTICLE 10 – COMPUTATION OF BACK WAGES, WORKING DAYS, TIME LIMITS AND STEP ENTRY FOR CLASS ACTION GRIEVANCES

- 10:01 No claim for back wages shall exceed the amount of wages the Employee would have earned at his/her regular rate or result in an increase in the Employee's total remuneration from all sources including unemployment compensation benefits and remuneration from other employment pursued in place of his/her employment with the Employer.
- 10:02 Unless defined differently in a specific section of this Agreement, working days shall be defined as days that any member of the bargaining unit is regularly scheduled to work, excluding Saturday, Sunday and Holidays specified in this Agreement.
- 10:03 Time limits may be waived by written, mutual consent of the parties.
- 10:04 Grievances involving more than one bargaining unit member may be treated as a Class Action and entered into at Step 3 of the Grievance Procedure.

ARTICLE 11 – DISCHARGE AND DISCIPLINE

- 11:01 Notice of Discharge or Discipline. The Employer agrees to promptly upon discharge or discipline of an Employee to notify the Local Union President or their designee. The Employer agrees that its enforcement of discipline or discharge will be for fair and just cause.
- 11:01:01 All Employees shall be offered Union representation prior to any disciplinary action by the Employer.

- 11:01:02 Disciplinary actions will not accumulate of unlike natures.
- 11:02 The discharged or disciplined Employee will be allowed to discuss his/her discharge or discipline with the steward of the district and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or the Employer's designated representative will discuss the discharge or discipline with the Employee and the steward.
- 11:02:01 Any verbal discipline shall be put in written form for record keeping purposes. The Union and management and the Employee shall receive copies of such.
- 11:03 Appeal of Discharge or Discipline. Should the discharged or disciplined Employee consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Union President or their designee to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union or if the decision is not given within the time limits, the matter shall be referred to the grievance procedure at Step 3.
- 11:04 Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions that occurred more than thirty (30) months previously provided, however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered. Written reprimands shall be removed upon the Employee's request from the personnel records after 30 months on file.

ARTICLE 12 – SENIORITY

- 12:01 New Employees hired in the union shall be considered as probationary Employees for the first ninety (90) calendar days of their employment. For the purposes of this section, work day is defined as a day when the probationary employee is regularly scheduled to work. Work days will be extended if the probationary employee is absent during the probationary period. When an employee finishes the probationary period, he/she shall rank for seniority from the day ninety (90) calendar days prior to the date he/she completes the probationary period. There shall be no seniority among probationary Employees.
- 12:02 Probationary Employees will not become eligible for insurance benefits until the first of the month following the completion of their probation. Probationary Employees will accumulate sick days and vacation days during that period but not utilize them until the completion of the probationary period. However, probationary Employees will receive appropriate holiday pay.

- 12:02:01 In any extension of a probationary period, the Union will be notified. The Union may request a meeting to discuss the situation. No fringe benefits will be provided to any Employee during this extended probationary period.
- 12:03 The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Article 2 of this Agreement. The Employer shall have the right to discharge and discipline probationary Employees and the action is not subject to appeal or grievance unless the discharge or disciplinary action is for Union activity.
- 12:04 Seniority shall be by classification and in accordance with the Employee's first day of hire on a permanent assigned position. Seniority for computation of vacations, holidays and other fringe benefits shall be from date of permanent hire into the Romeo Community Schools.
- 12:04:01 In the event of a tie in seniority, the tie shall be broken by reference to the table of random numbers (below) and the social security numbers of the involved Employee. The Employee whose number (the last two digits of the social security number) appears first on the table (beginning at the upper left side and moving down the column) shall be deemed to have higher seniority than the other involved Employee(s). In the event that the last two (2) numbers of the social security numbers of the involved Employees are the same, then the first two (2) numbers of the last four (4) shall be used to determine the seniority.

TABLE OF RANDOM NUMBERS

28	24	65	35
92	07	55	43
53	80	54	29
73	33	90	86
62	39	84	77
56	96	01	47
10	81	15	94
74	76	61	87
31	46	09	34
83	70	58	44
32	45	78	60
82	69	51	41
49	13	88	75
98	91	50	52
26	11	21	93
23	00	67	05
22	16	48	99
18	95	63	14

89	64	02	85
71	17	57	19
68	42	27	26
79	20	66	38
08	30	12	37
97	04	36	03
72	06	59	40

12:05 An Employee may not move from one classification to another classification except by the posting process as outlined under Article 18 of this Agreement. Should an Employee move as herein stated, said Employee's seniority in the new classification shall commence with the first day worked in said new classification.

12:05:01 An Employee who has moved from one classification to another classification and moves back to his/her original classification within thirty (30) calendar days shall retain the seniority he/she had accumulated in the original classification. Seniority for these days worked in the trial classification shall be credited to the original classification.

12:05:02 Preferential seniority, against layoffs only, shall be granted to the president.

12:05:03 The Classifications are as follows:

- a. Cooks Classification
- b. Cashiers Classification
- c. Cafeteria/utility drivers

12:05:04 Any Employee who changes classification, and in the opinion of the Employer does not satisfactorily complete the trial period in the classification to which he/she has changed, will be returned to his/her previous classification. If the Employer reverts an Employee to his/her previous classification after the trial period, it may be subject to the grievance procedure. His/her salary shall revert to that of the previous classification and his/her seniority shall not be affected. The trial period shall be for a period of thirty (30) calendar days.

12:05:05 An Employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed the probationary period in the classification from which he/she has been promoted.

ARTICLE 13 – SENIORITY LISTS

13:01 Seniority shall not be affected by the race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), marital status or the dependents of the employee, parental status, national origin, age, disability, height, weight, family

medical history or genetic information, political affiliation, military service, other non-merit based factors or any legally protected characteristic.

13:02 The seniority lists on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to Seniority.

13:03 The Employer will keep the seniority list up-to-date at all times and will provide the local union president with a seniority list every September and February and will post seniority lists on union bulletin boards.

ARTICLE 14 – LOSS OF SENIORITY

14:01 An Employee shall lose his/her seniority for the following reasons:

14:01:01 The Employee quits or retirees.

14:01:02 The Employee is discharged and the discharge is not reversed through the grievance procedure.

14:01:03 The Employee is absent for three (3) consecutive working days without notifying the Employer. Such absence results in automatic discharge and the Employer will send written notification to the Employee at his/her last known address that his/her employment has been terminated, and the Employee has lost seniority.

14:01:04 If the Employee does not return to work when recalled from layoff, as set forth in the recall procedure.

ARTICLE 15 – LAYOFFS AND CHANGES IN WORK FORCE

15:01 Layoffs shall mean a reduction of the work force.

15:02 Should it become necessary for a layoff, the following procedure shall be effective.

15:02:01 Temporary and probationary Employees in the affected classification shall be immediately laid off.

15:02:02 The required number of seniority Employees shall be laid off from the affected classification beginning with the least senior Employee.

15:02:03 Any employee identified for layoff shall be able to exercise seniority rights to bump any employee with less seniority in, first, his/her classification and second, providing he/she has seniority in the classification into which he/she is bumping.

If he/she cannot bump within his/her current classification, he/she may bump a less senior employee in another classification in which he/she has seniority.

- 15:02:04 The least senior Employees, who remain unplaced after the reduction in the required classification(s) and bumping is completed, shall be laid off.
- 15:03 The above layoff procedure does not apply to the normal reduction of the work force during the time school is not in session.
- 15:04 Employees to be laid off from their regular duties for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Local Union President shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.
- 15:05 Should a position be eliminated, said Employee affected shall be considered laid off and shall be allowed to use his/her seniority rights to bump as stated above.

ARTICLE 16 – RECALL PROCEDURE

- 16:01 Should the working force be increased after a layoff, Employees shall be recalled in the inverse order of the layoffs.
- 16:02 The most senior Employee shall be recalled, after the posting and bidding process, to the next available opening in the classification from which the Employee was laid off.
- 16:03 Recall will be by written notice sent by email and shall require that the Employee report for work within ten (10) days after the date of delivery or proof of non-delivery.
- 16:04 Recall rights shall extend for two (2) years., or a length of time equal to the bargaining unit member's seniority, whichever is greater.

ARTICLE 17 – TRANSFERRING OUTSIDE OF BARGAINING UNIT

- 17:01 When an Employee accepts a position with the Employer outside of this bargaining unit, they shall have sixty (60) calendar days to accept or decline the new position. Within the five (5) sixty (60) days they will be allowed to transfer back into an open position within the bargaining unit with no loss of seniority or benefits.

However, if an Employee goes beyond the sixty (60) calendar days and wishes to transfer back into the bargaining unit, they may apply for a vacant position within the unit but shall only be considered after all qualified bargaining unit applicants have been offered the vacant positions. While their years of service with Employer will count toward their benefits, their unit seniority will start the date they re-enter into this bargaining unit.

ARTICLE 18 – TRANSFER AND PROMOTIONS

18:01 DEFINITIONS

18:01:01 Transfer: Transfer is a lateral move defined as a movement with no change in classification or pay rate. Seniority and qualifications shall be used in considering Employees for a lateral move. An Employee shall be given a trial period as outlined under transfers.

18:01:02 Promotion: Promotion is an upward change in job classification and/or division that results in an increased rate of pay. An Employee will be given a trial period as outlined under Promotion.

18:01:03 Qualifications: Qualifications shall include but will not be limited to discipline record, individual evaluations, overall work record, previous experience, and past 24 months' discipline and attendance record.

18:02 Vacancies: The Employer will publicize all vacancies within the Bargaining Unit by posting in all buildings of the district. Employees may apply for the vacancy.

The notice of the position shall be posted for a period of five (5) working days, setting forth the job title, location, hours of employment, rates of pay and general qualifications necessary to perform the job. Where possible, the position shall be filled within five (5) days from the expiration of the position.

18:02:01 Consideration for a vacancy shall be within the Employee classification. Should the vacancy not be filled within the classification, Employees from other classifications in the division will be considered prior to new hires, provided they meet the qualifications.

18:02:02 The Employer agrees to give due weight to the qualifications of all applicants.

18:02:03 Employees going on vacation are urged to notify the Union President or their Steward, as to their address while on vacation, if they wish to be notified of vacancies which may occur while they are gone. The Employer will provide extra copies of the posting requested by the Union.

18:03 Transfers

18:03:01 Transfers to a posted vacancy through the bidding process shall be permitted within each classification in order of seniority. An Employee who transferred shall be given a twenty (20) working day trial period in which to demonstrate his/her ability to perform the duties of the job. The Employer shall have the right at any time during the trial period to revert the Employee to his/her previous permanent position if, in the opinion of the Employer, the Employee's work performance is not satisfactory. The Employee

shall have the right at any time during the trial period to revert to his/her previous permanent position if he/she so desires.

- 18:03:02 If the Employer reverts the Employee to his/her previous permanent position after his/her trial period, it may be subject to the grievance procedure.
- 18:03:03 Any Employee who has reverted back to his/her previous permanent position during his/her trial period may not apply for a similar position for a period of at least six (6) months.
- 18:03:04 There will be guaranteed training conducted by Management. If Management utilizes bargaining unit personnel in the training process that selected person must willingly accept the trainee.
- 18:03:05 An Employee may be granted a maximum of two (2) lateral move transfers during any given fiscal year July 1 – June 30. Note: A maximum of only one (1) temporary lateral move within the above specified two (2) moves will be allowed. (No more than any combination of two (2) moves will be allowed.) This restriction does not prohibit an Employee from a promotional change.
- 18:03:06 The only moves that will be recognized as lateral moves are the ones that are “bid” on for posted positions.
- 18:03:07 Employees may only hold one (1) temporary position and one (1) permanent position. Employees may bid on a second temporary position and, if awarded, Employee must give up rights to the first temporary position. The first temporary position will then be posted for seniority bid.
- 18:03:08 Employees, during their probationary period as a new hire, shall complete their probationary period in that building and may be granted only one (1) transfer during the remaining fiscal year July 1 – June 30. Thereafter, they shall follow the language under Transfers.
- 18:04 Promotions. The Employer agrees to use qualifications and seniority in considering Employees for promotion. Seniority will govern when qualifications are equal. An Employee being promoted to a higher paying classification or promoted within their classification shall be given a trial period of up to twenty (20) working days in which to demonstrate his/her ability to satisfactorily meet the standards and perform the duties of the job. The Employer shall have the right at any time up to the conclusion of the trial period to revert the Employee to his/her former classification or previous permanent position within their classification if, in the opinion of the Employer, the Employee’s work performance is not satisfactory. During the period, the Employee shall receive the pay rate for the job he/she is performing. The Employee shall have the right

at any time during the trial period to revert to his/her former classification or previous permanent position within their classification if he/she so desires.

18:05 Temporary Positions

18:05:01 Temporary positions have been created to replace an Employee who is absent from his/her position for consecutive periods of thirty (30) working days or more, and shall be posted within five (5) days of written notification to the Employee Services Office.

18:05:02 If management is made aware with doctor's verification that an Employee will be absent thirty (30) working days or more, the position will be posted immediately.

18:05:03 Should an employee be on long-term disability for a period exceeding 12 consecutive months, the District shall have the option to fill the employee's position. At such point in time that the employee returns to work, the employee shall bump the position of the least senior bargaining unit employee that does not result in a loss of wages or hours or any substitute in his/her classification.

18:05:04 Employees who fill temporary positions will be eligible for all fringe benefits in the temporary position.

18:05:05 Employees transferring to a temporary position for twenty (20) working days or less shall return to their previous permanent position and will not lose any seniority.

18:05:06 Upon completion of the temporary position, the Employee will revert back to his/her previous permanent position.

18:05:07 The seniority of an Employee taking a temporary position within the same classification will not change. Employees transferring to a temporary position outside their classification shall have twenty (20) working days to revert back or management may revert them back without loss of seniority. If an Employee stays in a temporary position outside his/her classification after fifty (50) working days, his/her seniority shall start from the first (1st) day in the temporary position, and his/her seniority will be frozen in his/her regular classification.

18:05:08 No fringe benefits of any kind will be given to any temporary Employee who is not a member of the bargaining unit.

ARTICLE 19 – NEW POSITIONS

19:01 New positions in the bargaining unit may be established by the Employer.

19:02 Upon creation of a new position, the Employer and Union will meet to negotiate an appropriate wage rate and classify the position. In the event that agreement is not

forthcoming, within fifteen (15) calendar days, which shall include three (3) meetings if necessary, it shall become a proper matter for the grievance procedure.

ARTICLE 20 – LEAVES OF ABSENCE

- 20:01 Leaves of absence shall apply for all members of the bargaining unit.
- Written application must be made to the Superintendent of Schools or Designee. Upon written application, at least ninety (90) days' period to the expiration of the leave, the Superintendent or Designee may, at his/her discretion, extend the leave of absence period for one (1) additional year.
- 20:01:01 Scheduled salary adjustments, seniority and retirement credit are not allowed for such a leave.
- 20:01:02 An Employee who accepts other employment while on leave of absence shall lose his/her seniority with the district and shall be subject to discharge.
- 20:02 Personal Leave. Employees may be granted a leave of absence for personal reasons, without compensation or other benefits, for a period of up to one (1) year, provided it does not injure the program of the school. This leave will not be available to employees in their first two (2) years of employment in a position governed by this contract.
- 20:03 Return from Personal Leave. An Employee granted a leave of absence for a full semester or more must give written notice to the Superintendent or Designee at least thirty (30) calendar days prior to the expiration of the leave that he/she expects to return at the expiration of the leave.
- 20:03:01 Upon his/her return from leave of absence, the Employee will be given the assignment he/she held before going on leave. Should the returning Employee refuse this position, the obligation of the district shall be ended.
- 20:03:03 Peace Corps Leave. A leave of absence will be granted for up to one (1) year to any Employee who joins the Peace Corps as a full-time participant in such a program. Such leave will be considered for extension as outlined in Section 01 of this article.
- 20:03:04 Veterans Leave. Veterans will be entitled to reemployment rights as provided by law.

ARTICLE 21 – SICK LEAVE AND PERSONAL DAYS

- 21:01 It is understood that sick leave and personal days are converted to hours.
- Employees absent from duty on account of personal illness or other reasons set forth in this article shall be allowed such leave as set forth in this article.

- 21:01:01 Full-time who are twelve month Employees, shall be granted one (1) day sick leave per month, per working year. It is understood that the twelve (12) days will be added on for the school year, which begins July 1, to those days which were previously accumulated.
- 21:02 The cooks, cashiers and cafeteria/utility drivers who work only during the time school is in session, will have ten (10) days added on July 1 to those days previously accumulated.
- 21:03 Accumulation of sick days shall be capped at one hundred fifty (150) days.
- 21:04 Sick days will be granted for:
- 21:04:01 Personal illness or quarantine of Employee or Employee's living quarters.
- 21:04:02 To provide care for a parent, child or spouse of an Employee for one (1) day in case of illness or accident when there is no one else available to take care of them. A maximum of four (4) days per year may be used for this purpose or as defined under the Family Medical Leave Act or the Paid Medical Leave Act.
- 21:04:03 Under the Family Medical Leave Act, the employer requires the employee to use any/all accrued paid time off in conjunction with Family Medical Leave time off.
- 21:04:04 Employees may accrue sick and vacation days for the first six (6) months they are paid disability insurance and Workers Compensation by the Board of Education carriers. After that time, accrual of sick and vacation days will discontinue.
- 21:05 Each employee shall be notified via their paycheck as to his/her accrued number of sick days. The employee may access their payroll check information through the payroll portal.
- 21:06 Any Employee covered by this sick day policy not fulfilling his/her contract, either by resignation or dismissal, will have his/her sick days prorated for the year and shall be required to pay back to the Employer all sick day payments of which he/she is not entitled.
- The Employer requires that an Employee ill for more than three (3) consecutive working days, before returning to work, present the Employer with a certificate of good health from the attending physician indicating that the Employee is physically and mentally able to return to work.
- 21:08 Employees are required to notify their immediate supervisor of their absence due to illness in time for other arrangements to be made. Failure to notify the supervisor prior to shift beginning time may result in loss of pay for the full shift.
- 21:09 An Employee taking no more than one (1) sick day in a school year will receive one (1) bonus day the following school year. An Employee taking no sick days in a school year

will receive two (2) bonus days the following school year. Such days shall be accumulated up to five (5). Any days earned beyond five (5) days shall be placed in the individual's sick bank.

Employees may utilize bonus days for payment on snow days for which they normally would not be paid. The employee must submit bonus day usage in Kronos or other time keeping system.

21:10 The request for personal days shall be made to the supervisor at least one (1) week in advance in Kronos or other time keeping system. Emergency requests of less than one (1) weeks' notice may be granted. Existence of an emergency will be determined by the Employer.

21:11 Weather Days. When schools are closed because of inclement weather or other emergency causes, the employee may use up to five (5) accumulated sick days, for this purpose per school year.

ARTICLE 22 – MEDICAL LEAVE

22:01 Employees on a leave of absence for medical reasons are covered under the sick leave policy. If the illness extends beyond the sick leave policy and the employee is deemed eligible for LTD insurance, he/she will be allowed leave for a maximum of two (2) years and the district will continue their medical insurance for 90 days from the date of LTD commencement. If the employee currently has prorated medical insurance costs, that same proration will continue during that period.) An employee may continue at his/her own expense, dental and vision coverage while on LTD at the COBRA rate, effective the first of the month following his/her LTD eligibility.

The Employer will continue health, vision, LTD and dental insurance coverage premiums for employee until such time as an LTD determination is received. Employee must maintain any prorated medical insurance costs during this period. If an employee is not deemed eligible for LTD coverage, with the exception of those who qualify for FMLA, he/she will be responsible for reimbursement of employer-paid insurance premiums during that period if employee was on an unpaid status.

22:01:01 The Employer is given the right to have an examination of an Employee sick for any length of time by a physician of its own choosing at the Employer's expense.

22:01:02 Should the Employee challenge the Employer's selected physician's report; the following procedure will be employed:

22:01:02:01 The Employee may elect to be examined by a physician of the Employee's choice at the Employee's expense.

- 22:01:02:02 If the report of the Employee's and Employer's physicians are in conflict or disagreement, the Employer may have the Employee examined by a mutually agreed to appropriate specialist in the field of dispute for final determination of the matter. Recommendation of the agreed upon specialist shall be binding on the parties. Cost of the examination shall be borne by the Employer.
- 22:02:03 Return from Medical Leave. An Employee returning from a medical leave of absence must notify the Superintendent or Designee with a doctor's statement.
- 22:02:03:01 Upon his/her return from a medical leave of absence, all Employees will be returned to his/her same job that he/she left. The current Employee holding said temporary position shall return to his/her former position.

ARTICLE 23 – WORKER'S COMPENSATION

- 23:01 In the event an Employee loses time as a result of illness or injury incurred in the course of his/her employment, for which the Employee receives benefits under the Michigan Workers' Compensation Act, the Board will allow Employee to have the option (in writing) of being paid the difference between the amount paid for compensation and the amount normally earned on a straight-time basis as long as the individual has days remaining his his/her individual sick bank. A prorated amount of time shall be deducted from his/her sick bank for each day of absence. When Employee is released to return to work after having been absent on Workers' Compensation disability, he/she will be reinstated to the position held prior to his/her injury.

ARTICLE 24 – CHILD CARE LEAVE

- 24:01 An Employee shall notify the Employee Services Office, in writing, as to the date of expected child care leave.
- 24:02 Upon written request, the Employee may be granted a child care leave of absence for a period not to exceed one (1) year. No salary will be received during the time of the child care leave. Time on child care leave shall not be counted for service and salary increments. The employee understands that his/her position will not be held for him/her during the child care leave.
- 24:02:01 This leave is not available to an employee until he/she has completed two (2) full calendar years of employment.
- 24:03 If the Employee is granted a child care leave for a period up to one (1) year, the Employee may exercise his/her seniority in the position of his/her classification to bump the Employee with the least seniority.

ARTICLE 25 – BEREAVEMENT DAYS

- 25:01 The Board of Education shall provide up to five (5) days with pay in case of the death of a husband, wife, child, father, mother, father-in-law, mother-in-law, grandchild, sister, brother, grandfather, grandmother, spouse's grandparent, brother-in-law, sister-in-law, step mother, step father, step sister, step brother, step child/children, step grandparent, or a member of the immediate household not related. One (1) day per incident shall be provided in case of the death of an aunt or uncle. Under extenuating circumstances, additional time may be granted using accumulated sick days and/or vacation days.
- 25:02 In addition, employees may utilize a sick day or vacation day in case of the death of a niece, nephew, or cousin. If no sick days or vacation days are available, employee may take an unpaid day. The employee must attend the funeral or memorial service to be allowed to take the day, and may be required to produce written verification of the same.

ARTICLE 26 – OTHER ABSENCES

- 26:01 Absence for jury duty by an Employee will not be chargeable to the sick leave allowance. The employee who serves on jury duty shall receive his/her pay from the Employer, the employee shall submit to the payroll department the endorsed juror fee check.
- 26:02 The Union President or their designee will be granted time off to attend Union conferences or conventions. Application should be made in writing at least two (2) weeks prior to the meeting date. Available Union Business Time may be used for this purpose. Deduction of the daily wage will be made for all time lost when Union Business time has been exhausted. All necessary expenses shall be borne by the Union. The Union President or their designee acknowledges that retirement service credit will be lost for Union Business conducted during work hours unless the District is reimbursed those sums paid to the Retirement Board.
- 26:03 When an Employee's attendance at an educational conference or convention is approved by the Superintendent or Designee, the time spent will not be deducted from the sick leave allowance and necessary expenses will be paid by the Employer.
- 26:04 Employees who are required by the Employer to attend classes, workshops or in-service training will be compensated at the appropriate rate for all hours required.
- 26:05 Weather Days. See Article 21.

ARTICLE 27 – HOLIDAYS

27:01 Holidays paid for by the Employer at a regular rate of pay shall apply to Employees who are regularly employed, during the life of this Agreement. The following days shall be celebrated as holidays:

Good Friday

MLK Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas day

New Year's Eve

New Year's Day

Memorial Day

27:02 It is understood that when a holiday falls on a Saturday, it shall be celebrated on Friday. When it falls on a Sunday, it shall be celebrated on Monday.

27:03 In order for an Employee to be paid for any holiday(s), the following format must be followed:

27:03:01 Employees must work a full day on their last regular work day before a holiday and work a full day on their first day following a holiday (approved vacation is considered a regular work day), except in cases of emergency. In case of emergency, employees shall be allowed to use accrued sick days by submitting appropriate medical or other documentation to the Employee Services Department.

27:04:02 If the holiday falls within a vacation or other approved leave, the employee must work the last scheduled day before the vacation/approved leave and the first scheduled day after the vacation/approved leave.

27:05 If for any reason classes are in session during any of the above days, Employees will be expected to report for work at their regular rate of pay. Other days will be determined as holidays by mutual agreement should this occur.

ARTICLE 28 – VACATION

- 28:01 Vacations will normally be taken during the summer season or at other times when school is not in session. Vacation requests for other times of the year will be considered provided all operational assignments can be covered adequately. Where there are fewer than four (4) Employees in any classification, no more than one (1) may be off at one time. Requests for vacation submitted prior to April 30 will be considered according to seniority; requests after April 30 will be considered in order of date received.
- 28:01:01 Employees are required to submit requests for vacations at least one (1) week prior to the day(s) requested; however, other requests will be considered according to 1st request.
- 28:02 Senior Employees will have preference for vacation dates.
- 28:03 In the event of resignation or dismissal, accrued vacation time shall be granted.
- 28:04 Employees may accrue sick and vacation days for the first six (6) months they are paid disability insurance and Workers' Compensation by the Board of Education carriers. After that time, accrual of sick and vacation days will discontinue.
- 28:05 Full-Time Employees.
- All regularly employed full-time Employees employed on a twelve (12) month basis will be granted vacations, in addition to the holidays established by this Agreement, according to the following schedule:
- | | |
|--------------|-----------------------------|
| 1 -3 years: | Ten (10) vacation days |
| 4 -6 years: | Twelve (12) vacation days |
| 7 – 9 years: | Fourteen (14) vacation days |
| 10 years +: | Fifteen (15) vacation days |
- 28:06 An Employee, as described in 28:05 above, who has been employed by the school district less than one (1) year as of July 1, will be granted vacation at the rate of 5/6th's per month of employment or major fraction thereof worked in the preceding period between July 1 of one year and July 1 of the next, but not to exceed ten (10) working days.
- 28:07 Vacation periods must be earned in the previous school year (July 1 to June 30). Employees, who have been employed by the school district less than one (1) year as of July 1, will be granted vacation at the rate of 5/6ths per month of employment, worked in the preceding year between July 1 and June 30, but not to exceed ten (10) working days. Note: This affects Employees with service time up to three (3) years.

28:08 Vacation can be accrued up to 30 days. Employees are allowed cash payment for up to five (5) earned vacation days not taken by October 1 of the following year. Vacation time accumulated prior to October 1, 2006, will not be subject to mandatory use.

ARTICLE 29 – RETIREMENT

29:01 An Employee retiring under the Michigan Public School Employee’s Retirement Act shall receive \$50.00 for each year of service in the school district. This will be prorated for part-time Employees.

29:02 Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employee’s Retirement Act, or in the event of the death of the Employee, any Employee with ten (10) calendar years of service or more may redeem all unused sick days at twenty-five percent (25%) of the Employee’s daily rate per unused sick day up to one hundred twenty (120) days. In the event of death, the estate will be given the money.

29:03 Whenever possible, the Board and the Union will notify one another of an impending retirement of any Union member.

29:04 Longevity shall be paid to the date of retirement.

ARTICLE 30 – WORK SCHEDULE AND OVERTIME COMPENSATION

30:01 A full-time Employee is defined as someone who works at least eight (8) hours per day during the school year, five (5) days per week, and is not a full-time employee of any other organization.

30:02 All Employees shall have regular starting and quitting times. Employees are expected to be at their regularly assigned buildings at their scheduled starting times. Starting and quitting times will not be adjusted after October 1st except as such changes are mutually agreed to by the Union and the Employer.

30:02:01 During holiday breaks, afternoon and midnight shifts have the option to work the day shift.

30:02:02 If an activity is scheduled during breaks, Employees will be given the option of working the afternoon shift on a voluntary basis. If no Employee volunteers, the activity will be filled by the lowest seniority within the building.

30:03 Employees who are working a scheduled shift but are sent home because of no work will be paid one-half of their normal shift of work, or the amount actually worked, whichever is greater, but in no case less than two (2) hours.

- 30:04 An Employee called for emergency purposes outside of his/her regular shift will be guaranteed at least two (2) hours pay.
- 30:05 Overtime will be paid on the check following overtime worked as follows;
- 30:05:01 Time and one-half will be paid as follows:
- For all hours over eight (8) in one (1) day.
For hours worked in excess of forty (40) hours in one (1) week.
Working on Saturday.
There shall be no pyramiding of overtime.
- 30:05:02 Double time will be paid as follows:
- For all hours worked on Sunday.
For all hours worked on holidays. Time worked on holidays will be double time plus holiday pay.
- 30:05:03 Summer hours: The district has the option to schedule a four-day work week from the last student day of school at the end of the year to the first student day at the beginning of the year. It is understood that the workdays will last for ten (10) hours each day. It is also understood that employees will not receive overtime pay for the work eight (8) hours each day during this period.
- 30:05:04 When any person is transferred into a building for a temporary assignment, they will be added to the overtime rotation on the list according to where their district-wide classification seniority places them on the individual building rotation list.

ARTICLE 31 – COMPENSATION SCHEDULE

- 31:01 All Employees of the bargaining unit will receive benefits based on their regular hours worked, determined after thirty (30) days in the position.
- 31:02 Should an Employee be promoted to a higher classification; the Employee will move to the step of the new classification in accordance with the Employee's number of years of service in the district.
- 31:03 When an Employee is assigned to work in a higher classification for more than four (4) consecutive hours, the Employee shall receive the rate of pay for the higher classification. When an Employee works in a lower classification, the Employee will receive his/her regular rate of pay.
- 31:04 Compensation schedules are show on Appendix I.

- 31:05 In the event the entire district converts to direct deposit and paperless environment, all employees shall receive their pay via direct deposit and receive their payroll data/voucher via electronic means.
- 31:06 Certification and Stipends
- 31:06:01 The employer agrees to pay for any cost (this includes class fee, mileage out-of-district and hourly rate) associated to maintain or obtain any certification that may be required of an employee in their current position. An employee is solely responsible for any costs to obtain or maintain a certification they choose to pursue on their own in an effort to enhance their qualifications for promotion to another position.
- 31:06:02 The renewal of required certifications is the responsibility of the employee. Failure to renew required certifications before they expire will result in a loss of any stipend(s) associated with the certifications. Failure to renew required certification(s) before expiration will result in disciplinary action. Stipend for certification(s) will be paid to the employee when assigned to a position requiring the certification.
- 31:06:03 Voluntary certifications for which a stipend is paid are the responsibility of the employee. Failure to renew voluntary certifications before they expire will result in a loss of any stipend(s) associated with the certification.

ARTICLE 32 – LONGEVITY

- 32:01 Longevity for all full time Employees based on completed years of service.

Employees eligible for initial longevity payment prior to 9/15/2009		Employees eligible for initial longevity payment on or after 9/15/2009	
10 years	\$600.00	10 years	.25 per hour
12 years	\$800.00	12 years	.35 per hour
14 years	\$1,000.00	14 years	.45 per hour
16 years	\$1,200.00	16 years	.50 per hour
18 years	\$1,400.00	18 years	.60 per hour

- 32:02 Longevity payments to be made on the first payday after the anniversary date for eligible employees hired prior to September 15, 2009. Longevity payments to be made on the first payday after the anniversary date of the 2021-2022 school year for eligible employees hired on or after September 15, 2009.
- 32:03 Longevity shall be paid to date of retirement.
- 32:04 An Employee on an applied for unpaid leave shall not receive their longevity until they return to work.

- 32:05 An Employee off on a paid medical leave or Workers' Compensation, excluding LTD, shall be paid their longevity under the following conditions:
- 32:05:01 Full-time employees must have available a minimum of eight (8) hours sick or vacation time within the immediate two (2) weeks prior to their anniversary date.
- 32:05:02 Part-time employees must have available a minimum of their calculated benefit hours of sick or vacation time within the immediate two (2) weeks prior to their anniversary date.

ARTICLE 33 – PART-TIME EMPLOYEES

- 33:01 Compensation schedules are shown on Appendix I.
- 33:02 A part-time worker shall be defined as a regular Employee with a job assignment of less than eight (8) hours per day. Hours assigned shall be determined to be part of a regular shift. The workload shall be assigned by the supervisor.
- 33:02:01 Employees hired on or after March 12, 2013, working less than five (5) hours per day, are not eligible for insurance benefits.
- 33:03 Because of the concept of true proration, the following indicates what fringe benefits the part-time Employees that are a part of this bargaining unit will receive.
- 33:04 Life Insurance. Upon proper application, the Board will provide the following life insurance for all eligible part-time Employees.
- \$17,500 term policy for Employees working 6 hours but less than 8 hours per day.
- \$12,500 term policy for Employees working 4 hours but less than 6 hours per day.
- \$7,500 term policy for Employees working 2 hours but less than 4 hours.
- 33:04:01 Eligible employees electing not to be covered by hospital-medical-surgical coverage may elect to have double the life insurance protection they are entitled to instead of hospitalization coverage. The Employee may request this in writing to the Employee Services Executive Director.
- 33:05 Hospitalization. Upon proper completion of the required hospitalization form by the eligible Employee, the Board will provide the type of hospital-medical-surgical coverage presently carried for each full-time Employee, and will cover the cost of the premium on a true prorate basis (a percentage of an eight (8) hour day). (Please refer to the Insurance Section.).
- 33:05:01 In addition, the parties agree to comply with PA 152 as long as it exists. Such contributions shall be in addition to contributions that are already made by less than full-time employees.

33:05:02 If the law is removed, or rescinded, the parties agree to contributions as follows: All employees receiving District paid medical insurance shall contribute to the cost of such premiums as follows: employees with single coverage shall pay \$35 a month; employees with double/couple coverage shall pay \$75 a month; and employees with full family coverage shall pay \$100 a month. Such payments shall be in addition to contributions that are already made by less than full-time employees.

33:03 Vision Insurance Upon proper completion of the required vision insurance application form by the eligible Employee, the Board will provide vision insurance for each part-time Employee and family. Please refer to the Insurance Section.

33:04 Dental Plan Upon proper completion of the required dental insurance application form by the eligible Employee, the Board of Education will provide a dental insurance plan for all part-time employees, and will cover the cost of the premium on a true prorata basis. Please refer to the Insurance Section.

33:05 Longevity For all Employees that are a part of this bargaining unit the Board of Education will provide longevity pay as spelled out for full-time Employees except that it will be based on a basis considering the fractional part of the day worked. For example, an Employee who has worked for ten (10) years for the district and is presently working four (4) hours per day, the following formula will apply to determine longevity pay:

$$\begin{aligned} &\text{Contract Schedule X Portion of Day} \\ &10 \text{ years} = \$600 \times 4 \text{ hours (50\%)} = \$300 \end{aligned}$$

33:06 Vacation Part-time employees hired before September 1, 2006 do not need to meet a minimum number of hours to be eligible for vacation. Part-time Employees hired between September 1, 2006 and March 5, 2013, working a minimum of four (4) hours per day will be eligible to earn vacation. Employees hired after March 5, 2013, working less than 52 weeks per year, are not eligible for vacation.

33:06:01 For eligible employees, vacation will begin to accrue the first day of the following month. Eligible part-time employees will earn vacation based on the years of service and scheduled hours with the school district according to the following schedule:

1 – 3 years	Five (5) days vacation
4 – 6 years	Six (6) days vacation
7 – 9 years	Seven (7) days vacation
10 – 11 years	Eight (8) days vacation

12 – 13 years	Nine (9) days vacation
14 – 15 years	Ten (10) days vacation

33:06:02 Vacation will normally be taken during summer season or at other times when school is not in session. Employees who do not use all of their vacation time during the year will receive a vacation pay in his/her last paycheck of the school year.

33:06:03 Prior to April 1, an Employee may, at his/her option, notify the Executive Director of Employee Services or designee that he/she will carry over to the next school year a maximum of five (5) vacation days. Intent: Employee will not be able to take vacation time not accrued or banked.

33:07 Holidays: Refer to Article 27.

33:08 Part time employees will be considered for substitute positions within the following guidelines:

33:08:01 These positions shall not be in conflict with the employee’s regular work schedule.

33:08:02 The addition of the substitution hours to the employee’s regular schedule does not put employee into overtime wages.

33:08:03 Article 30:05:01. – definition of overtime shall not apply to hours worked under this section.

33:08:04 Article 30:05:02 – definition of overtime will apply to hours worked under this section.

33:08:05 The employee who substitutes in another classification will be paid at the step one rate of that classification; no benefits will accrue with any hours worked as a substitute.

33:08:06 Employees wishing to be considered for substitute work during the school year must apply in writing to the appropriate supervisor by September 1 of each year. Employees wishing to be considered for substitute work during the summer months must apply by May 1 of each year.

ARTICLE 34 – FOOD SERVICE DIVISION EMPLOYEES

34:01 General

34:01:01 The Food Service Division has two (2) classifications: (1) cook and (2) cashier. In the cook classification are included the sub classifications of: Senior High Head Cook, Senior High Cook Coordinator, Senior High Cook, Senior High Assistant Cook, Middle School Cook Leader, Middle School Cook, Middle School Assistant Cook, and Elementary Cook.

- 34:01:02 Food Service working hours shall be established and assigned by seniority in classification by the Food Service Director in accordance with the building schedule and cafeteria needs at the beginning of the school year.
- 34:01:03 All Food Service extra hours during the regular lunch program shall be assigned by seniority in job classification in each kitchen.
- 34:01:04 When a school is not serving lunches and regular seniority Employees are not working, they shall be called by job classification in to work before any substitutes are called. In the event of a change in schedule, the employer will notify the affected employee(s) no less than three (3) working days prior to the cancellation. Failure to notify the employee(s) will result in the employee(s) being allowed to work their regular schedule and to be assigned work within their job classification.
- 34:01:05 A cook will be assigned to work at special events whenever mechanized equipment in the kitchen is used. Examples of this type of equipment are stoves, ovens, steam kettles, mixers, cutters, fryers, and dish machines.
- 34:01:06 Major appliances will be repaired as soon as possible.
- 34:01:07 The Food Service Director will schedule the cook's classification personnel to work extra hours a minimum of one (1) time each semester in their assigned kitchen for the purpose of cleaning those facilities when such cleaning cannot be done during their regular shifts. The Food Service Director and Cook(s) will mutually agree on the schedule.
- 34:01:08 Each kitchen shall be equipped with a portable fan.
- 34:01:09 Food Service Employees will be allowed breaks and lunchtime according to their scheduled consecutive hours.
- 4.0 hours - 5.9 hours = one (1) 15 minute break
- 6.0 hours - 7.9 hours = one (1) 15 minute break and
one (1) 30 minute lunch*
- 8.0 hours = two (2) 15 minute breaks and
one (1) 30 minute lunch*
- The 30 minute lunch break is unpaid time. *
- 34:01:10 Management will assign the hours for the breakfast program to the classifications of cook and cashier. These hours will be assigned to Employees within each building

already working the lunch program. Seniority will be utilized provided shift times are compatible and no overtime hours will result.

34:02 Absences

34:02:01 Any absences resulting in greater hours shall first be filled by moving all other seniority Employees in that job classification up to fill that position or any subsequent position in that kitchen. If no one in that job classification accepts the hours, other regular seniority employees in the food service area in that building who are trained and qualified shall be called before substitutes.

34:02:02 In the event a Food Service Employee is absent due to sickness, vacation, or personal reasons, substitutes will be called. In a school where only two (2) cooks are assigned, the cook who is not absent can be assigned additional hours of the absent cook's schedule before the substitute cook is assigned hours of work.

34:03 Food Service Compensation

34:03:01 When a Food Service Employee is assigned to work in a higher sub classification for more than three (3) hours, the Employee shall receive the rate of pay for the higher classification. When the Employee works in a lower classification, the Employee shall receive his/her regular rate of pay.

34:03:02 All hours of work performed in the cafeteria for special events, which are not part of the regular approved Board of Education lunchroom program, will be paid at a rate of time and one-half (1 ½) provided that the time worked is paid for through the payroll department. Overtime for special events will be assigned by job classification.

Exceptions to this provision are:

- a. Extra time assigned to cafeteria personnel for the Board approved lunchroom program.
- b. Extra time assigned for cleaning purposes.

These hours will be paid at the normal hourly rate unless they exceed over eight (8) hours in one day or forty (40) hours in any week.

34:03:03 Hours of work performed for special events shall be divided as equally as possible within the Division among all regular Employees. An updated list shall be posted and maintained at the high school. Whenever work is required for special events, The Food Service Director will send out a notice to all buildings for special events which will state: date, time, place and type of special event as well as the deadline for applying. Any regular Employee who would like to work the event will contact the Food Service Director and be placed on the list to do so. Once the notice time is up, the Food Service Director will contact the person(s) with the most seniority and the least amount

of special event hours will be called first and so on down the list in an attempt to equalize the hours. for special events which will state: date, time, place and type of special event as well as the deadline for applying. Any regular Employee who would like to work the event will contact the Food Service Director and be placed on the list to do so. Special event hours will revert to zero (0) at the beginning of each school year.

No outside catering company will be able to work in any Romeo Community Schools Kitchen without the presence of a Romeo Community Schools Food Service Employee.

34:03:04 All hours worked on Saturday will be compensated for at the rate of one and one-half (1 ½) times the regular hourly rate. Any hours worked on Sunday will be compensated for at the rate of two times (double time) the regular hourly rate. Any hours worked on holidays shall be compensated at the rate of two times (double time) the regular hourly rate in addition to holiday pay.

34:03:05 Food Service Employees attending meetings at the request of the Employer, outside of their regular working hours, will be paid for at their regular rate.

34:03:06 The Employer will pay for the annual physical examination required for Food Service Employees. Such examination will be by a physician or physicians designated by the Employer. However, Employees wishing to have a more thorough examination by their own physician or the physicians designated by the Employer, will be allowed up to the amount charged by the designated physician. The first such examination prior to the beginning of employment shall be at the Employee's expense.

34:03:07 The Employer agrees to pay for any cost pertaining to certification that is required to fulfill the position.

34:03:08 **Professional Development: Training and ServSafe Certifications**

ServSafe Certifications:

Head Cooks, Cooks, and Cook Coordinators are required to pass the ServSafe Manager course and the ServSafe Allergen course. Assistant Cooks are required to pass the Food Handler course. All food service employees are encouraged to take the ServSafe Manager course or the Food Handler course at the Districts expense. Employees changing classification are required to pass the required certification tests prior to being awarded the position. Employees with an inability to pass the required certifications will be moved to their previous classification. Should an employee fail a course, the District will pay for the employee to retake the test once.

Classes for certification or recertification will be offered by Romeo Community Schools annually. Certification or recertification classes may also be offered at other times throughout the year when needed.

Professional Development

In accordance with USDA Policy 80 FR11077 for professional standards all food and nutrition staff are required to meet yearly professional standards.

ARTICLE 35 - UNIFORMS

35:01 Beginning with 2020 school year and until otherwise agreed to as provided below:

Dress Code

As an employee of Romeo Community Schools Food Service Program, we expect you to present a clean and professional appearance at all times. All Food Service staff are required to dress specified by the following guidelines. Please note it is your responsibility to keep your uniform neat and clean at all times.

Appropriate Attire for all Kitchen Staff:

Pants: Dark colored pants or capris made from a cotton and/or cotton/polyester blend. No cargo, yoga, skirts or shorts will be allowed. This for your own safety in the kitchen.

Shirts: Cotton and/or cotton/polyester blend solid in color or school spirits shirts. No beading, glitter and any other items hanging off the shirt.

Shoes: Must be slip resistant shoes any color.

Hair, Jewelry and Fingernails: Shall follow the current Food Code.

Appropriate Attire for Food Truck Driver:

Pants: jeans or dark colored pants made from a cotton and/or cotton/polyester blend.

Shirts: Plain solid color cotton or school spirit short or long-sleeve shirt. Flannel shirt may be worn during the colder months.

Shoes: Must be slip resistant work boots any color.

Casual Friday:

Jeans that are free from rips and/or tears. School spirit shirts that meets the above criteria and slip resistant shoes.

Remember that each employee is essential to the success of our Food Service Program and those of you who serve our guests directly are the public image of RCS Food Service Program.

It is the intent of this policy to comply with applicable federal, state, and local laws prohibiting discrimination on the basis of race, religion, sex (including pregnancy, sexual

orientation and gender identity), national origin, disability, age and any other status protected under such laws.

If an employee requires an accommodation relating to the dress code for any reason, the employee should speak with the RCS Food Service Director.

35:01:01 Food Services Department. At the beginning of each school year, all cook classifications and utility driver personnel will be paid an allowance of \$175.00 toward uniforms and shoes.

Aprons

Aprons will be provided when necessary.

Upon hire all cook classifications will receive five (5) aprons and cashiers shall receive two (2) aprons.

For current employees in need of new apron(s), the employee shall contact the Food Service Director and inform the Director of their need for new apron(s). The employee is required to turn in old apron(s), in order to receive new apron(s).

Safety Shoes

All Employees' shoes must be OSHA/slip resistant compliant.

ARTICLE 36 - INSURANCE

36:01 Eligibility: For purposes of determining eligibility for the insurance provisions of this section, it is understood that a full-time Employee is defined as someone who works ten (10) months per year for the Employer, at eight (8) hours per day, five (5) days per week, and is not a full-time Employee of any other organization. The Employee is responsible for completing the necessary insurance application forms. It shall further be the Employee's responsibility to report immediately to the Employer all changes in his/her current insurance status (example: divorce, birth, etc.).

36:02 MEDICAL: Hospitalization Insurance. Upon proper completion of the required hospitalization application form by the Employee, the Board of Education will provide a hospital/medical-/surgical- and major medical plan similar to the following:

Blue Care Network (BCN) HMO Plan BC10, with EHIM wrapped to BCN5

(cost of wrap to be paid by the district)

This coverage includes EHIM Self-Funded \$10/\$20/\$40 RX (\$40 Copay-Designer and Non-Pref Drugs) prescription drug coverage. The Board of Education will bid this hospitalization plan to eligible carriers and will determine the successful carrier. This coverage shall include spouse and eligible dependents, but shall not include extra payment for sponsored dependents and family continuation riders. Additional benefits

may be purchased, such as sponsored dependent and family continuation on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee. Any Employee who elects not to carry hospitalization and who is not eligible for the stipend in lieu of health insurance may double his/her life insurance coverage instead of the hospitalization. It is understood that part-time Employees would be able to double only that amount of insurance that they are entitled to.

36:03 EMPLOYEE CONTRIBUTION TO PREMIUM: The parties agree to comply with PA 152 as long as it exists. If the law is removed, or rescinded, the parties agree to contributions as follows: All employees receiving District-paid medical insurance shall contribute to the cost of such premiums as follows: employees with single coverage shall pay \$35 a month; employees with double/couple coverage shall pay \$75 a month; and employees with full-family coverage shall pay \$100 a month. Such payments shall be in addition to contributions that are already made by less than full-time employees.

36:04 STIPEND IN LIEU OF HEALTH CARE: Health Care Opt-out provision, also known as cash-in-lieu of benefit provision, is available and is applied through the Internal Revenue Code ("IRC") section 125. The present IRC 125 Plan has been amended to allow for this option. An election for Opt-out must be supported by evidence an employee has health benefits available from another source. Employees must be employed in a permanent full time position and eligible for coverage paid through the District. Eligible employees must elect to opt-out during the open enrollment periods. If an employee becomes full time after the open enrollment period, he/she will be eligible for Health Care or Opt-out the first day of the following month. The Opt-out payment, effective April 1, 2013, will be One Hundred (\$100.00) Dollars per month. Married employees of the District are not eligible for this provision.

Employees electing not to be covered by hospital/medical-/surgical coverage and who are eligible for the health care opt-out provision may elect to have double the life insurance protection they are entitled to instead of hospitalization coverage. The Employee may request this in writing to the Executive Director of Employee Services.

36:05 LIFE INSURANCE: All eligible Employees in the bargaining unit, upon proper application, will be covered by life insurance on a group basis in the principal amount of \$30,000. The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits and all other aspects of the coverage. The \$30,000 amount of the policy shall continue for the life of this Agreement, including all vacation and regular summer periods as long as the individual remains an Employee of the Board of Education.

36:06

VISION INSURANCE: Upon proper completion of the required vision insurance application form by the Employee, the Board will provide vision insurance for each full-time Employee and family as follows:

SPECS:

1. Examination 80% of reasonable and customary
2. Single Vision Lenses 80% of reasonable and customary
3. Bifocal Lenses 80% of reasonable and customary
4. Trifocal Lenses 80% of reasonable and customary
5. Lenticular Lenses 80% of reasonable and customary
6. Frames 80% of reasonable and customary
7. Contact Lenses - \$32.00 per lens, 80% of customary and reasonable charges is paid if acuity of the patient is not correctable to 20/70 in the better eye with conventional lenses, but can be corrected to 20/70 or better by the use of contact lenses.

36:07

DENTAL PLAN: Upon proper completion of the required dental insurance application form by the Employee, the Board of Education will provide a dental insurance plan for all fulltime Employees and all part-time Employees, and will cover the cost of the premium on a true prorata basis.

The dental plan will provide a \$1,000.00 per person, per contract year, maximum, with an orthodontic rider of \$1,000.00 lifetime maximum per family member. Orthodontia benefits are paid at 80% of the reasonable and customary charges. The dental plan will be similar to the following:

70% of the reasonable and customary charges of a dentist for preventative and emergency expenses:

1. Routine oral examinations and cleaning (prophylaxis) but not more than once each in any period of six (6) consecutive months.
2. Topical application of fluoride.
3. Space maintainers replacing permanently lost teeth for dependent children under 19 years of age.
4. Emergency palliative treatment.

60% of the reasonable and customary charges of a dentist for the following "general" dentist expenses:

1. Dental X-rays.
2. Extractions (except those performed in connection with orthodontic treatment).
3. Oral surgery (except when performed in connection with orthodontic treatment).
4. Fillings (amalgam, silicate, acrylic, synthetic, porcelain, and composite filling restoration).
5. General anesthetics (when medically necessary and administered in connection with oral or dental surgery).
6. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
7. Endodontic treatment (including root canal therapy).
8. Injection of antibiotic drugs (by the attending dentist).

Repair or recementing crowns, inlays, onlays, bridgework, or dentures, or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture (no more than one (1) relining or rebasing in any period of thirty-six (36) consecutive months).

10. Inlays, onlays, gold fillings, or crown restoration (only when the tooth cannot be restored with an amalgam, silicate, acrylic, synthetic, porcelain or composite filling restoration).

36:07:01 The above "general" dental expenses will be subject to a \$25.00 per person, per calendar year deductible, \$50.00 family deductible per calendar year.

36:08 DONATION OF SICK DAYS: Employees shall be allowed to donate a maximum of five (5) days each fiscal year, on an individual basis, to another employee (who has exhausted their sick leave) from their personal bank of days. After the tenth (10) consecutive day of absence due to illness or accident, the Employee may receive sick leave from another employee's personal bank. Such a request must be put in writing to Executive Director of Employee Services or designee.

36:09 DISABILITY INSURANCE: Upon proper completion of the required disability insurance form by the Employee and a finding of disability as determined by the insurance carrier, the Board shall provide long-term disability coverage for all employees beginning on the

ninety-first (91st) consecutive calendar day of illness/disability at the rate of sixty-six and two-thirds percent (66 2/3%) of the insured person's daily salary for the period of disability. The monthly salary shall not exceed a monthly maximum benefit of \$2,500.00.

36:10 INSURANCE PREMIUMS LTD: The district will continue the payment of premiums on hospitalization insurance for someone on long-term disability for a period of ninety (90) days. After ninety (90) days, the employee will be offered COBRA for hospitalization insurance. The employee will be offered COBRA for dental, vision and life insurance at the time the employee goes on LTD.

ARTICLE 37: MISCELLANEOUS

37:01 All accidents or injuries of any nature, regardless of seriousness, shall be reported at once to the Director. Employees shall furnish all information necessary to complete required accident report.

37:02 The Board will provide the Tine (skin test) for all Employees in the bargaining unit, fully paid for by the Board of Education. Any Employee who is allergic to the skin test will be allowed \$30.00 toward their X-ray cost from their individual physician when the bill is presented to the Employee Services Office.

37:03 Compensation schedules are shown in Appendix I.

37:04 Health insurance premiums will be deducted on a pretax basis equally over the employee's work year. Adjustments will be made upon work hour changes and termination of benefits.

37:05 Union Release time will be twenty (20) days paid per contract year for each year of this Agreement. All Union Release time shall be signed for by the Union President and a copy shall be given to the Union President.

37:06 Employees will be paid mileage at the current Board approved rate for all approved work related travel using their own vehicle.

37:07 ASBESTOS: The school district will operate well within the guidelines of the law regarding asbestos. The school district will provide training at Employer expense to any and all Employees involved and will utilize safety equipment that is well within the guidelines regarding asbestos (AHERA and OSHA).

37:07:01 Properly trained Employees will work only on small scale clean up, repair operations and emergency responses in accordance with their certifications.

37:08 DRIVING RECORD: No person shall be permitted to operate a Romeo Community School District school vehicle if that person's driving record has placed the school district into a high-risk pool.

The Board will provide evidence that the insurance rates have increased significantly due to said person.

The person will be allowed to bid on other open positions using his/her seniority. If a position is attained, seniority will be earned in the classification he/she is working in. If a position is not attained, he/she will have the right to seek unemployment benefits without the Board of Education challenging his/her claim. The person shall be excluded from the leave requirement, Article 20. (i.e. shall be allowed to seek other employment while on leave status)

Seniority will be frozen from the day the Employee was unable to work.

As soon as the person's liability is exhausted, he/she will be allowed to return to his/her position under Article 20.

37:09 Employee Meals – Each food service employee is allowed one (1) reimbursable lunch per day. Lunch must be consumed during the employee's break period or at the end of their shift before leaving for the day. If an employee wishes to purchase food items, the desired item(s) must be rung up on the computerized register by the report cashier. No food or supplies may be removed from the premises.

ARTICLE 38 - HEALTH CARE COMMITTEE

38:01 The parties agree to establish a health care committee consisting of three (3) union members selected by the Local Union President and three (3) members of administration. The committee will meet at the request of either party. If additional meetings are necessary both parties will mutually agree on the meeting schedule. The purpose of this committee will be to evaluate the cost of health care and explore other carriers or options within the existing carriers in an effort to reduce the overall cost of health care.

ARTICLE 39: WAIVER

39:01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to

bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 40 - CONSOLIDATION

40:01 To the extent permitted by law, in the event the District is merged or consolidated with another school district or other public entity, this Agreement shall be binding upon the merged or consolidated public employer.

ARTICLE 41: DURATION OF AGREEMENT

41:01 This Agreement shall be effective as of December 14, 2020, and shall continue in full force and effect until June 30, 2023. Sixty (60) days prior to June 30, 2022, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings for that purpose shall begin after delivery of such written notification, provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Employer to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives on the day and year noted below.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME

BOARD OF EDUCATION
ROMEO COMMUNITY SCHOOLS
COUNTIES OF MACOMB AND OAKLAND,
MICHIGAN

By: Gary Shimer
Gary Shimer, AFSCME Representative

By: Jill S Pully
President

By: Michael C. O'Neil
Secretary

Date: 6/21/21

Date: 6/14/2021

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME

By: Linda Stansbury
Linda Stansbury, Local President

By: Jenny Fruchey
Jenny Fruchey, Committee Member

By: Patricia Rizo
Patricia Rizo, Committee Member

APPENDIX I SALARY SCHEDULE

Food Service 2020-2021 Wage Schedule	Probation 90 Days	Step 1	Step 2	Step 3	Step 4
Senior High – Head Cook/Leader	\$14.45	\$15.11	\$15.49	\$15.87	\$16.27
Senior High – Cook Coordinator	\$14.45	\$15.11	\$15.49	\$15.87	\$16.27
Senior High – Cook	\$13.30	\$13.77	\$14.25	\$14.75	\$15.26
Senior High - Assistant Cook	\$12.75	\$13.20	\$13.75	\$14.14	\$14.63
Middle School – Head Cook/Leader	\$14.45	\$15.11	\$15.49	\$15.87	\$16.27
Middle School - Cook	\$13.30	\$13.77	\$14.25	\$14.75	\$15.26
Middle School – Assistant Cook	\$12.75	\$13.20	\$13.75	\$14.14	\$14.63
Elementary – Cook	\$13.30	\$13.77	\$14.25	\$14.75	\$15.26
Cashier	\$11.64	\$12.05	\$12.47	\$12.69	\$13.36
Cafeteria/Utility Driver	\$15.89	\$16.69	\$17.49	\$18.29	\$19.09

Certifications	Per Hour	Position
SNA OR SNAM	\$0.23	Cashiers
SNA OR SNAM	\$0.75	Cooks

Food Service 2021-2022 Wage Schedule	Probation 90 Days	Step 1	Step 2	Step 3	Step 4
Senior High – Head Cook/Leader	\$14.81	\$15.49	\$15.88	\$16.27	\$16.88
Senior High – Cook Coordinator	\$14.81	\$15.49	\$15.88	\$16.27	\$16.88
Senior High – Cook	\$13.63	\$14.11	\$14.61	\$15.12	\$15.64
Senior High Assistant Cook	\$13.07	\$13.53	\$14.09	\$14.49	\$15.00
Middle School – Head Cook/Leader	\$14.81	\$15.49	\$15.88	\$16.27	\$16.88
Middle School Cook	\$13.63	\$14.11	\$14.61	\$15.12	\$15.64
Middle School – Assistant Cook	\$13.07	\$13.53	\$14.09	\$14.49	\$15.00
Elementary – Cook	\$13.63	\$14.11	\$14.61	\$15.12	\$15.64
Cashier	\$11.93	\$12.35	\$12.78	\$13.23	\$13.69
Cafeteria/Utility Driver	\$16.29	\$17.11	\$17.93	\$18.75	\$19.57

Certifications	Per Hour	Position
SNA OR SNAM	\$0.23	Cashiers
SNA OR SNAM	\$0.75	Cooks

Year 1 – Step Advancement. Year 2 – Step Advancement. Year 3 – Wage reopener – If no agreement is made prior to July 1, 2022, no on schedule increase and no step advancement until both parties are in agreement. The parties agree to waive the 60-day window to begin negotiations earlier for the wage reopener only.

APPENDIX III

EVALUATION INSTRUMENT 2020-2021 ROMEO COMMUNITY SCHOOLS

Name _____ Location _____

Position _____ Date _____

EMPLOYEE PERFORMANCE APPRAISAL

- A. Performance appraisal dictates an opinion on how well the individual performs the requirements of his/her job. Evaluations should be based on observations. Consideration should be given to day-to-day and overall performance since the last appraisal.
- B. A description of the column headings P, F, S, G and O follows:
- | | |
|-------------------|--|
| P - Poor: | Fails to meet position requirements or meets them only in part. Definitely below acceptable standards. |
| F - Fair: | In general, meets minimum requirements of the job. |
| S - Satisfactory: | Meets practically all position requirements. |
| G - Good: | Meets all job requirements and, in many instances, exceeds them. |
| O - Outstanding: | In general exceeds position requirements. Operates at sustained top performance. |
- C. The evaluator should leave blank those items that are not applicable or unobserved.
- D. Comments are essential to an appraisal. Comments should be used to explain ratings, when necessary; and to make specific suggestions for improvements and/or development.
- E. The intent of this evaluation form is to assist employees in their professional growth, which results in more competent, well-prepared individuals capable and desirous of improving their work skills and performances.
- F. The large boxes at the left hand side of the form indicate an overall rating. The numbered items indicate specific components that relate to the category.

G. Upon completion of this report, forward it in a sealed envelope to the Human Resources Department, with a copy given to the person evaluated.

KNOWLEDGE OF WORK

P F S G O

The understanding of basic fundamentals, methods and procedures of his/her job.

1. Knows details of operations.

2. Knows equipment and materials.

P F S G O

3. Knows why things are done.

COMMENTS:

4. Learns work quickly.

QUANTITY OF WORK

P F S G O

Volume of acceptable work compared to what might reasonably be expected.

1. Overall volume of work.

2. Consistency of production.

3. Efforts to improve output.

P F S G O

COMMENTS:

QUALITY OF WORK

P F S G O

Grade of acceptable work compared to what might

1. Accuracy of work.

2. Thoroughness of work.

reasonably be expected.

3. Neatness of work.

4. Reliability of work.

P F S G O

COMMENTS:

ADAPTABILITY

P F S G O

Quickness to learn new
duties and adjust to new
situations encountered
on his/her job.

1. Adjusts to new
situations.

2. Quick to learn new duties.

3. Follows organization policy.

P F S G O

COMMENTS:

ATTITUDE

P F S G O

The interest, enthusiasm and
attitude shown toward his/her
work, the organization, and
fellow workers.

1. Takes pride in work.

2. Demonstrates self-control

3. Friendly and tactful.

4. Has sense of duty to
the organization.

P F S G O

COMMENTS:

JUDGMENT

P F S G O

Ability to decide correct course of action when some choice can be made.

- 1. Gives proper attention to details.
- 2. Reasoning is consistent
- 3. Takes proper amount of time to consider facts and their application.

P F S G O

COMMENTS:

INITIATIVE

P F S G O

Ability to perform assigned jobs in a self-confident, eager manner, without detailed direction.

- 1. Strives to improve performance.
- 2. Tackles difficult things.
- 3. Sees things to be done.
- 4. Inquisitive.

P F S G O

COMMENTS:

RESPONSIBILITY

P F S G O

Willingness to assume and carry out assigned jobs and

- 1. Is personally accountable for actions.

to be accountable for results and actions.

2. Fully completes assignments.

3. Accepts constructive criticism.

P F S G O

COMMENTS:

COOPERATION

P F S G O

The willingness and ability to work effectively with others to achieve common goals.

1. Helps fellow workers.
2. Keeps supervision well informed.

3. Tries to be a constructive member of the group.

P F S G O

COMMENTS:

OTHER REMARKS

How long have you supervised this employee? _____

Supervisor's Signature*

Date

Employee's Signature*

Date

*Signature confirms only that each party has participated in the evaluation. It does not affirm that all parts of the report are agreeable to both or either party. A written response may be submitted by the evaluated employee and will become a permanent part of this record.

Check here if such a response is attached _____.

Copy to evaluated employee and personnel file.

10/91

AFSCME Food Service Performance Evaluation Beginning 2021-2022 School Year

Employee: _____ Building: _____ Date of Evaluation: _____

Date of Review: _____ School Year: _____ Evaluator: _____

Total Score Divided by Number of Indicators					
4-Highly Effective	3-Effective	2- Minimally Effective	1-Ineffective		
4.0	3.0	2.0	1.0		
Performance Indicator:					
1. Performance of Tasks				Score or N/A	
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Initiative	Takes the initiative to perform assigned and other tasks with no supervision; makes suggestions for improvements; thinks systemically; considers all aspects. Volunteers for unanticipated tasks. Engages in unplanned tasks/activities when scheduled is unexpectedly open. Helps others often.	Consistently and effectively performs tasks with minimal supervision as directed by the immediate supervisor or administrator. Asks questions to improve job performance or secure resources.	Completes tasks with some supervision as directed by the immediate supervisor or administrator. Sometimes appears unconcerned towards work assignments. Makes improvements only when directed.	Requires support or fails to complete tasks as directed by the immediate supervisor or administrator. Carries out tasks reluctantly. Disregards supervisor's suggestions or requires continual monitoring.	
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Food Production	Highly consistent and effective in using appropriate quantity food production techniques to produce appealing and nutritious food. Always follows policies and procedures for holding and serving food, portioning food items, batch cooking, using standardized recipes, inventory, and maintaining production records. Prepares meals for special diets according to instructions, checks products during preparation and service to ensure quality standards are met. Organizes tasks for efficient and effective food production and service.	Effective in using appropriate quantity food production techniques to produce appealing and nutritious food. Always follows policies and procedures for holding and serving food, portioning food items, batch cooking, using standardized recipes, inventory, and maintaining production records. Prepares meals for special diets according to instructions, checks products during preparation and service to ensure quality standards are met. Organizes tasks for efficient and effective food production and service.	Effective in using appropriate quantity food production techniques to produce appealing and nutritious food. Always follows policies and procedures for holding and serving food, portioning food items, batch cooking, using standardized recipes, inventory, and maintaining production records. Prepares meals for special diets according to instructions, checks products during preparation and service to ensure quality standards are met. Organizes tasks for efficient and effective food production and service. Needs to be reminded from time to time regarding policies and/or procedures.	Requires support to effectively use appropriate quantity food production techniques to produce appealing and nutritious food. Always follows policies and procedures for holding and serving food, portioning food items, batch cooking, using standardized recipes, inventory, and maintaining production records. Prepares meals for special diets according to instructions, checks products during preparation and service to ensure quality standards are met. Organizes tasks for efficient and effective food production and service. Needs to be reminded from time to time regarding policies and/or procedures.	

	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Equipment Care and Use	Consistently practices energy conservation and conducts preventive maintenance procedures. Follows sanitation procedures when using and cleaning equipment. Monitors equipment operation and reports malfunctions.	Consistently operates equipment safely. Uses food service equipment suitable for the food product being prepared. Follows sanitation procedures when using and cleaning equipment. Monitors equipment operation and reports malfunctions.	Operates equipment safely. Uses food service equipment suitable for the food product being prepared. Follows sanitation procedures when using and cleaning equipment. Monitors equipment operation and reports malfunctions occasionally.	Operates equipment carelessly and unsafely. Does not operate and clean equipment according to established procedures.	
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Customer Service	Highly effective in assisting students in making food choices. Recommends appropriate service modifications in response to customer feedback. Exhibits a positive attitude, courtesy and respect when interacting with students, staff, other team members and delivery personnel.	Assists in creating a pleasant eating environment for students. Handles customer complaints effectively. Shares customer feedback with the Director of Food Service. Exhibits a positive attitude, courtesy and respect when interacting with students, staff, other team members and delivery personnel.	Exhibits a positive attitude when interacting with students, staff, other team members and delivery personnel, but sometimes considers customers as an imposition.	Exhibits a negative attitude when interacting with students, staff, other team members and delivery personnel, considers customers as an imposition.	
2. Quality of Work					Score or N/A
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Efficiency	Highly reliable by completing all work in a reasonable amount of time as assigned or before expected time; takes the initiative to help others when needed to complete a project or task without being directed.	Reliable by completing all work in a reasonable amount of time as assigned or before expected time; assists others when needed to complete a project or task without being directed.	Demonstrates dependability by completing all work in a reasonable amount of time as assigned. Takes no initiative to help others when needed to complete a project or task unless directed.	Most work is completed on time, but occasionally loses track of deadlines or does not complete work on time. Takes no initiative to help others when needed to complete a project or task unless directed.	
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Communication Skills	Highly consistent and effective in greeting and treating students, staff, community and public in a respectful, responsible and courteous manner. Puts a great face on the department/school. Uses email and voicemail effectively. Responds as soon as possible when needed. Clearly communicates both in writing and verbally.	Consistently greets and treats students, staff, community and public in a respectful, responsible and courteous manner. Good representation of the department or school. Uses email and voicemail effectively. Responds as soon as possible when needed.	Often greets and treats students, staff, community and public in a respectful, responsible and courteous manner. Representation of the department or school is mostly positive. Uses email and voicemail sparingly. Unable to communicate needs.	Occasionally greets and treats students, staff and the public in a respectful, responsible and fair manner. May upset or anger callers or visitors occasionally. Sometimes poorly represents department or school. Never uses email and voicemail. Follow up is always needed by the supervisor.	
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Knowledge	Highly effective with the skills needed to perform job. Understands all phases of work and assists others. Able to fill in any position in the kitchens with no extra guidance needed.	Sufficient knowledge and skill to perform job. Usually quick to understand and learn.	Sufficient knowledge and skills to perform job at a basic level. Requires frequent instruction and explanation and redirection.	Lacks knowledge and skill about work duties. Serious knowledge retention issues. Requires constant instruction and explanation and redirection.	

3. Safety					Score or N/A
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Sanitation, Safety, & Security	Follows safe food practices during all food handling processes. Follows rules of safe time/temperature requirements and corrects deviations promptly. Maintains a clean and sanitary kitchen area using established procedures. Serves as a role model for other staff members in implementing preventative safety measure in work processes. Offers suggestions for improving sanitation, safety, and security practices.	Follows safe food practices during all food handling processes. Follows rules of safe time/temperature requirements and corrects deviations promptly. Maintains a clean and sanitary kitchen area using established procedures. Practices safe work techniques. Assists with preparation for fire, health, and safety inspections. Practices safe work techniques. Assists with preparation for fire, health, and safety inspections.	Follows safe food practices during all food handling processes. Follows rules of safe time/temperature requirements and corrects deviations promptly. Maintains a clean and sanitary kitchen area using established procedures. Occasionally has a disregard for personal hygiene and/or appearance guideline.	Disregards safe food practices. Does not adhere to safe work procedures. Ignores personal hygiene and/or appearance guidelines.	
4. Records					Score or N/A
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Confidentiality	Consistently and effectively maintains confidentiality and monitors the confidentiality of others.	Consistently and effectively maintains confidentiality.	Effectively maintains confidentiality, but an occasional lapse may be noted.	Needs support to maintain confidentiality.	
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Reports	Extremely consistent and highly effective in completing and submitting accurate reports before the due date. Examples: Production records, weekly food/supply orders, month inventory, monthly temperature logs, daily cash outs, daily deposits.	Consistently and effectively completes and submits accurate reports on time. Examples: Production records, weekly food/supply orders, month inventory, monthly temperature logs, daily cash outs, daily deposits.	Effectively completes and submits accurate reports, usually prompt, but may demonstrate an occasional lag in timeliness, including the online requirements. Examples: Production records, weekly food/supply orders, month inventory, monthly temperature logs, daily cash outs, daily deposits.	Requires support and needs supervision in completing and submitting accurate reports. May demonstrate some lags in timeliness. May demonstrate a lag in meeting online requirements. Examples: Production records, weekly food/supply orders, month inventory, monthly temperature logs, daily cash outs, daily deposits.	

5. Team Performance					Score or N/A
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Team Work	Regularly uses initiative and resourcefulness in performing assigned tasks and will assist other staff members without being directed. Sees what needs to be done and independently moves forward with wisdom. Works well with others including team members, administration, and students. Demonstrates excellent interpersonal skills. Recognizes what needs approval from supervisor prior to action.	Uses initiative and resourcefulness in performing assigned tasks and assisting other staff members. Frequently sees what needs to be done and moves forward with little direction. Congenial and cooperative with team members. Ability to work well with others. Recognizes what needs approval from supervisor.	Needs specific instruction and occasional reminding for tasks; struggles with being resourceful with assigned tasks. Occasionally sees what needs to be done and may move forward without direction. Cooperates with others when required or requested. Limited interpersonal skills. May not always recognize what needs approval from supervisor.	Attempts to perform this activity but often does not actually complete or follow through with these attempts. Often fails to see what needs to be done and rarely is able to move forward without direction. Sometimes fails to recognize what needs approval from supervisor.	
Cooperation	Recognized as a leader in cooperating with supervisor, administrator and/or staff member and provides strong contributions to the team.	Cooperates willingly, works well with others, and provides strong contributions to the team.	Usually cooperative, usually works well with others, contributes occasionally to the team.	Less cooperative and viewed as confrontational, less than willing to cooperate with team members.	
Flexibility	Recognized as a leader in helping others adapt to special or unique situations.	Demonstrates flexibility and initiative in adapting to special or unique situations.	Usually flexible, but occasionally shows difficulty adapting to special or unique situations.	Viewed as quite rigid by other staff members, does not adapt well to change.	
Attitude	Recognized as a leader in interaction with staff members, parents and students in a positive manner and helps extinguish negative conversations about others.	Interacts with staff members, parents and students in a positive manner and helps extinguish negative conversations about others.	Interacts in a positive manner with others, but does not help extinguish negative conversations about others.	Frequently displays a negative attitude to staff or students.	
6. Professional Growth					Score or N/A
Professional Growth	Attends training offered by District or school. Is always willing to try new tasks and expand scope of knowledge/skill set.	Attends most training offered by District or school. Demonstrates interest in expanding skill set for the position.	Attends training as required by administration. Little interest in expanding skills beyond basics needed for the position.	Does not attend training or other in-service opportunities. Does not want to expand scope of knowledge skill set for the position.	
6. Attendance and Punctuality					Score or N/A
Attendance	Attendance is perfect.	Demonstrates dependability, within guidelines by meeting or exceeding expected attendance expectations.	Attendance is within guidelines, but demonstrates a pattern of missed work or a pattern of using all sick days each year.	Attendance records show non-compliance with expectations.	

	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Punctuality	Arrives early on a regular basis, never late.	Demonstrates high dependability by meeting expected punctuality expectations.	Occasionally late, but reports in prior to arrival with legitimate reason	Often late, may not always report ahead of time	
TOTAL SCORE					
TOTAL SCORE DIVIDED BY NUMBER OF INDICATORS					

PROFESSIONAL GOAL # 1

GOAL (Area of work):

PLAN TO ACHIEVE (objectives or action steps):

MEASUREMENT OF ACHIEVEMENT:

SUPERVISOR SUPPORT:

PROFESSIONAL GOAL # 2

GOAL (Area of work):

PLAN TO ACHIEVE (objectives or action steps):

MEASUREMENT OF ACHIEVEMENT:

SUPERVISOR SUPPORT:

Comments:

Suggestions for Improvement:

Evaluator's Signature

Employee's Signature

Date

Date

*TO THE EMPLOYEE: Your signature indicates that you have read this evaluation and have had the opportunity to discuss it with the evaluator. If you so desire you may prepare a written response (within ten {10} working days of this dated document) which will be attached to this evaluation and made a part of your personnel file.